



SINGLE FAMILY LEASE CONTRACT

This is a binding legal document. If not understood, legal, tax or other counsel should be consulted before signing.



Date of Lease Contract (date filled out): _____

1. PARTIES. This lease contract is between you, the resident (list all people signing the Lease Contract): _____

and us, the owner/agent: _____

You've agreed to rent the property at (street address) _____

in (city) _____, Colorado. (zip code) _____ for use as a private residence only. The term "you" refers to all residents listed above and all occupants. The terms "we", "us," and "our" refer to the owner/agent listed above and not to property managers or anyone else.

Guarantor(s). If anyone else has guaranteed performance of this Lease Contract, they also need to sign this Lease Contract. _____ is a real estate broker and is the landlord's broker.

2. OCCUPANTS. The property will be occupied only by you and (list all other occupants not signing the Lease Contract): _____

No one else may occupy the property. Persons not listed above must not stay in the property for more than _____ consecutive days (if blank, two days) without our prior written consent, and no more than two occasions in any one month.

3. CONTRACT TERM. The initial term of the Lease Contract begins on the _____ day of _____, 20____, and ends at midnight on the _____ day of _____, 20____. You must give written move-out notice as required by paragraph 32.

4. SECURITY DEPOSIT. A. Resident has deposited with owner the sum of \$_____ as security deposit against breach by resident of any of resident's covenants and agreements contained herein, including without limitation: damages to the building or grounds, fixtures, appliances, carpet, abandonment, non-payment of rent, late fees, insufficient check charges and attorney's fees. (See paragraph 37).

B. The security deposit or other like amounts received by owner from resident pursuant to this Lease Contract will be held and disbursed subject to the terms of this Lease Contract and the law. In the event owner appoints his agent, broker or manager to hold and disburse said funds, resident hereby consents to such appointment. In the event of a sale of the premises by owner, upon owner's compliance with the applicable law, resident will look solely to the successor owner or said owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original owner. It is agreed that _____ shall initially hold resident's security deposit, subject to further assignment, as authorized.

5. KEYS. You will be provided _____ door key(s), and _____ other key(s) for _____. KEYS MUST NOT BE DUPLICATED. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. You will be charged \$_____ for each key not returned plus \$_____ to have the locks changed.

6. RENT; CHARGES. You will pay \$_____ per month for rent, payable in advance and without demand at: _____

You must pay your rent on or before the 1st day of each month (due date) with no grace period. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks, however, cash is not acceptable without our prior written permission. Prorated rent to the first of the next month is \$_____.

If you don't pay on time, you'll be delinquent, and all remedies under this Lease Contract will be authorized. If you don't pay all rent on or before the _____ day of the month you'll pay an initial late charge of \$_____ plus a late charge of \$_____ per day until paid in full. Daily late charges must not exceed 15 days for any single month's rent. You will pay a charge of \$_____ for each returned check, bank draft or money order, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet or occupant restrictions will be \$_____ per day. Charges other than normal rent are assessed as additional rent. You may not and must not withhold or offset rent for any

7. UTILITIES. You pay for all utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You must not allow utilities to be disconnected- including disconnection for not paying your bills- until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes. Tampering with utility meters or connections is not allowed. If your electricity is ever interrupted, use only battery-operated lighting. You agree to place and keep utilities in your name for the duration of this Lease Contract. You agree to maintain continuous telephone and trash removal service at the subject property and to inform us of any change in your phone number.

8. INSURANCE. We urge you to get your own renter's insurance for losses due to theft, fire, smoke, water damage, liability and the like. Our insurance does not cover your possessions or liability. You intend to (check one):
_____ not buy renter's insurance to protect against such losses; or
_____ buy renter's insurance to cover such losses.

9. RELETING CHARGE. You'll be liable to us for a reletting charge of \$_____ (if blank, one month's rent) if you:

- A. fail to give 30-day written move-out notice;
- B. move out without our written approval and without paying rent in full for the entire Lease Contract term or renewal period;
- C. move out at our demand because of your default; or
- D. are judicially evicted.

10. RELEASE. The reletting charge, which is neither a Lease Contract cancellation fee nor a buyout fee, does not release you from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes or other sums due. Rather, the reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort and expense in finding and processing a replacement. Such items are important and difficult to ascertain, particularly those relating to inconvenience, paper work, advertising, showing property, utilities for showing, checking prospects, overhead, marketing costs and locator service fees. The reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined.

11. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning or a previous resident's holding over, we're not liable to you for the delay. The Lease Contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay; and
- (2) your right to terminate as set forth below. If the delay is longer than seven days, you have the right to terminate this Lease Contract. Termination notice must be in writing. After termination, you're entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the property.

11. COPIES AND ATTACHMENTS. You have received a copy of this Lease Contract. Any of our rules will be attached to the Lease Contract and given to you as well. The items checked below are attached to this Lease Contract:

- _____ House rules & policies, dated _____
- _____ Inventory and condition form, dated _____
- _____ Move-out cleaning instructions, dated _____
- _____ Cost schedule for cleaning and damages, dated _____
- _____ Pet agreement, dated _____
- _____ Other _____
- _____ Other _____
- _____ Other _____

SPECIAL PROVISIONS. The following special provisions and any addendum or written rules furnished to you before signing control over conflicting provisions of this printed Lease Contract form.

You are entitled to a copy of this Lease Contract when it's fully signed. Keep it and all attached documents in a safe place.

Resident(s) and Guarantor(s) all sign below:

Owner or Owner's Representative signature: _____

For use by CAA members only. Photocopies or reproductions are not valid.